



The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 19, 2023

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther E. Berry

Commissioner:

Taranza McKelvin

Commissioner:

Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 19, 2023
6:30 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 19, 2023
7:00 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
 - a. FLC Representative Scott Dudley Director, Field Advocacy and Federal Affairs

4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- a. Regular City Workshop and City Meeting
Approval of City Minutes – September 5, 2023
 - 5.a. Commission Meeting Minutes
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - September 19, 2023

6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

- a. RESOLUTION 39-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING AN AGREEMENT BETWEEN SOURCEWELL AND BRIGHTLY SOFTWARE, INC. F/K/A DUDE SOLUTIONS, INC. FOR THE PROVISION OF PUBLIC SECTOR AND EDUCATION ADMINISTRATION SOFTWARE SOLUTIONS WITH RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE
 - 6.a. Purchasing Contract
- b. RESOLUTION NO. 40-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE
 - 6.b. 2024 NEAT Agreement
 - 6.b. Insurance Verification Form
- c. RESOLUTION 41-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TRAFFIC CALMING DEVICES FROM VARIOUS

SUPPLIERS IN THE AGGREGATE AMOUNT OF \$48,723.24 FOR ROSENWALD ELEMENTARY SCHOOL ZONE SIGN IMPROVEMENTS BASED ON THE PALM BEACH COUNTY WALK AND BIKE SAFETY AUDIT PURSUANT TO THE TECHNICAL MEMORANDUM SUBMITTED BY C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING; PROVIDING FOR AN EFFECTIVE DATE

6.c. Rosenwald Sign Improvement Memo

d. RESOLUTION NO. 42-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

6.d. DR 420

e. RESOLUTION 43-2023

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

6.e. 2024 Budget

7. ORDINANCE

a. ORDINANCE NO. 03-2023

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI ENTITLED "FINANCE", SPECIFICALLY AMENDING SECTION 2-260 ENTITLED "PURCHASES", TO ADD NEW SECTIONS 2-260.1 THROUGH 2-260.6; ESTABLISHING CERTAIN DEFINITIONS RELATED TO PURCHASING; ESTABLISHING PURCHASING AGENT, DUTIES AND CATEGORIES OF PURCHASES; ESTABLISHING A REQUIREMENT FOR PURCHASE ORDERS OR CONTRACTS TO BE USED; ESTABLISHING A LOCAL PREFERENCE; ESTABLISHING EXCEPTIONS/WAIVERS TO BID AND QUOTATION PROCEDURES; AMENDING SECTION 2-261 ENTITLED "EMERGENCY PURCHASES", TO DEFINE THE WORD EMERGENCY AND SET CRITERIA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE;

PROVIDING FOR AN EFFECTIVE DATE.

7.a. Second and Final Reading

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP REPORT

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 5, 2023
6:30PM

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner Taranza Mckelvin
Commissioner Albert Polk

Staff

Leondrae Camel, City Manager
Vicenta Del Bosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator

(Full recording/discussion available through the City Clerk/City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Budget
 - b. Agenda Items
4. **ADJOURNMENT at 7:00pm**

Moved by: Commissioner Mckelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, SEPTEMBER 5, 2023
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on September 5, 2023 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner Taranza McKelvin
Commissioner Albert Polk IV

Staff:

Leondrae Camel, City Manager
Vicenta DelBosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes):*
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**
 - a. Annie Ifill, Healthier Glades
 - b. Sonya Green, Assistant Principal Rosenwald Elementary-Updates
 - c. Jordan Connors, City of South Bay Lobbyist-Recap
5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the agenda.

 - 5a. Regular City Workshop and City Meeting: August 15, 2023
 - 5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – September 5, 2023

Approve Consent Agenda**Moved by: Vice Mayor Barnard****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)**a. RESOLUTION NO. 37-2023**

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE TENTATIVE MUNICIPAL BUDGET OF THE CITY OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice Mayor Barnard**Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

b. RESOLUTION NO. 38-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING CHANGE ORDER FOR TASK 6 - DECLARATION OF RESTRICTIVE COVENANT AND MONITOR WELL ABANDONMENTS FROM STANTEC CONSULTING SERVICES, INC.; AUTHORIZING EXECUTION OF THE CHANGE ORDER ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

6.b. Stantec Change Order**Moved by: Commissioner Mckelvin****Seconded by: Commissioner Berry**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

7. ORDINANCE

a. ORDINANCE NO. 03-2023

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI ENTITLED "FINANCE", SPECIFICALLY AMENDING SECTION 2-260 ENTITLED "PURCHASES", TO ADD NEW SECTIONS 2-260.1 THROUGH 2-260.6; ESTABLISHING CERTAIN DEFINITIONS RELATED TO PURCHASING; ESTABLISHING PURCHASING AGENT, DUTIES AND CATEGORIES OF PURCHASES; ESTABLISHING A REQUIREMENT FOR PURCHASE ORDERS OR CONTRACTS TO BE USED; ESTABLISHING A LOCAL PREFERENCE; ESTABLISHING EXCEPTIONS/WAIVERS TO BID AND QUOTATION PROCEDURES; AMENDING SECTION 2-261 ENTITLED "EMERGENCY PURCHASES", TO DEFINE THE WORD EMERGENCY AND SET CRITERIA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

7.a. FIRST READING

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Berry

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

8. ROSENWALD ELEMENTARY SCHOOL: Sonya Green

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

Approve Finance Report

Moved by: Commissioner Berry

Seconded by: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

10. CITY CLERK REPORT: None

11. CITY MANAGER REPORT: None

12. CITY ATTORNEY REPORT: None

Joseph Padilla & Sgt. Ortiz

13. FUTURE AGENDA ITEMS: Human Resource Department

Motion to Legislative Priorities**Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER**14.a. Commissioner Taranza McKelvin**

- Thank you

14.b. Commissioner Albert L. Polk IV

- Thank you

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Betty Barnard

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 8:29pm**Moved by: Vice Mayor Barnard****Seconded by: Commissioner McKelvin**

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 39-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING AN AGREEMENT BETWEEN SOURCEWELL AND BRIGHTLY SOFTWARE, INC. F/K/A DUDE SOLUTIONS, INC. FOR THE PROVISION OF PUBLIC SECTOR AND EDUCATION ADMINISTRATION SOFTWARE SOLUTIONS WITH RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is in need of a cloud-based storm water management software provider; and

WHEREAS, the City Manager desires to piggyback the agreement between Sourcewell and Brightly Software, Inc. f/k/a Dude Solutions, Inc. ("Brightly Software") dated March 10, 2022 for the provision of Public Sector and Education Administration Software Solutions with Related Services to the City for an initial investment in the amount of Forty-Three Thousand Seven Hundred Thirty Dollars and 68/100 (\$43,730.68); and

WHEREAS, Brightly Software will provide cloud based services as well as training to implement Asset Essentials, which is an online computerized maintenance management system; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to piggyback the agreement between Sourcewell and Brightly Software, Inc. for the provision of Public Sector and Education Administration Software Solutions with Related Services is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to piggyback an agreement between Sourcewell and Brightly Software, Inc. f/k/a Dude Solutions, Inc. for the provision of Public Sector

and Education Administration Software Solutions with Related Services, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 19th day of September 2023.

Joe Kyles, Mayor

ATTEST:

Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**PREPARED FOR**

City Of South Bay ("Subscriber")

Leondrae Camel
City Manager
335 SW 2nd Ave
South Bay, FL 33493

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 26, 2023



Q-371294

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Term: 48 months (10/01/2023 - 09/30/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Professional Plus	10/1/2023	9/30/2027	5,100.00 Population	35,243.48 USD
- Facilities/Physical Plant Module	10/1/2023	9/30/2027		Included
- Streets/Signs/Sidewalks Module	10/1/2023	9/30/2027		Included
- Storm Water Module	10/1/2023	9/30/2027		Included
- Dude Analytics	10/1/2023	9/30/2027		Included
- Asset Essentials Inventory	10/1/2023	9/30/2027		Included
3.0 Month(s) included at no additional cost on the first term 10/01/2023 - 12/31/2023				-2,219.30 USD
			Subtotal: 33,024.18 USD	



Professional Services		
Item	Pricing Based On	Investment
Asset Essentials Professional Implementation with Consulting	5,100.00 Population	10,706.50 USD
		Subtotal: 10,706.50 USD
Total Initial Investment		43,730.68 USD

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support



Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:



- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close



Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-371294 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-371294

June 26, 2023, 9:36:11 AM

Accepted by:

Printed Name

Signed Name

Title

Date

RESOLUTION NO. 40-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Office of Community Revitalization of Palm Beach County provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, the City of South Bay ("City") submitted a grant application for the Neighborhood Engagement and Transformation Grant, which consists of procurement of items for a "Neighborhood Beautification Projects" event that will promote unity, economic growth, cultural diversity and local leadership (hereinafter referred to as the "Neighborhood Outreach and Capacity Building Project"); and

WHEREAS, Palm Beach County has selected the City's Neighborhood Outreach and Capacity Building Project to receive funding for implementation; and

WHEREAS, Palm Beach County desires to provide the City an amount not to exceed Ten Thousand Dollars (\$10,000.00) to offset expenses toward the City's implementation of said project; and

WHEREAS, the City Commission of the City of South Bay finds that accepting funding for the implementation of the City's Neighborhood Outreach and Capacity Building Project is the best interests of the City's residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Neighborhood Engagement and Transformation Grant Agreement, attached hereto as Exhibit "A" and to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 19th day of September 2023.

Joe Kyles, Mayor

ATTEST

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND CITY OF SOUTH BAY
FOR THE
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

THIS AGREEMENT is made and entered into on the ____ day of _____, 20__, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and City of South Bay, a political subdivision of the State of Florida, hereinafter referred to as "AWARDEE."

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

WHEREAS, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand dollars (\$10,000) for a neighborhood beautification project. The project entails the purchase of items to facilitate neighborhood beautification projects, community cleanups and landscaping improvements within the City of South Bay, hereinafter referred to as the "Neighborhood Beautification Project" or the "Project"; and

WHEREAS, COUNTY has selected AWARDEE'S Neighborhood Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed \$10,000 to help offset expenses toward AWARDEE'S implementation of its Neighborhood Beautification Project; and

WHEREAS, implementation of AWARDEE'S Neighborhood Beautification Project, serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit "A," attached hereto and incorporated herein by

reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

ARTICLE 3 – SCHEDULE

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

AWARDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project within eleven (11) months of execution of this Agreement by the parties hereto.

ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed TEN THOUSAND (\$10,000) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY’S tax exemption number in securing such materials. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
 - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
 - 2. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit “B,” which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number, invoice date, and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment.

AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDEE. COUNTY shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by COUNTY's determination.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

ARTICLE 5 – COUNTY'S RIGHT TO INSPECT

COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent on annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES

AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

ARTICLE 8 – TERMINATION

The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDEE thirty (30) days written notice to cure the default. In the

event AWARDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any COUNTY funds already collected by AWARDEE under this Agreement for the Project.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for above.

ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP

The AWARDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDEE'S sole direction, supervision, and control. The AWARDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

ARTICLE 10 - INSURANCE

- A. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
- B. AWARDEE shall require each contractor, vendor or subcontractor hired by AWARDEE for work associated with this Agreement to maintain:
 - 1. Workers' Compensation coverage in accordance with Florida Statutes, and
 - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10)

day endeavor to notify due to cancellation or non-renewal of coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

- D. The AWARDDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDDEE under paragraph B of this Article.

ARTICLE 11 - INDEMNIFICATION

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDDEE.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDDEE.

ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

ARTICLE 14 - ACCESS AND AUDITS

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 15 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDEE shall include this language in its subcontracts.

ARTICLE 16 - PUBLIC ENTITY CRIMES

As provided in sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 17 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

ARTICLE 18 - NOTICE

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

If sent to COUNTY:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

If sent to AWARDDEE:

Leondrae Camel, City Manager
City of South Bay
207 Begonia Drive
Pahokee, FL 33476

ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS

AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

ARTICLE 21 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public

records required by the COUNTY to perform the service. If the AWARDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDEE keeps and maintains public records upon completion of Agreement, the AWARDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AWARDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

WITNESSES:

**AWARDEE
(City of South Bay)**

Witness Signature

By: _____
Leondrae Camel, City Manager (Signature)

Name (type or print)

Leondrae Camel, City Manager
(Name)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

**Palm Beach County
Office of Community Revitalization
Neighborhood Engagement and Transformation (NEAT) Grants Program**

SCOPE OF WORK

Applicant Name:

City of South Bay

Project Category:

Neighborhood Beautification

Area Location:

South Bay

Project Description: The project entails the purchase of items to facilitate neighborhood beautification projects, community cleanups and landscaping improvements within the City of South Bay.

Items requested: 200 gallon water tank and accessories, pressure washers, mobile utility storage trailer, paint and painting supplies.

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$10,000



EXHIBIT "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
CONTRACT PAYMENT REQUEST FORM**

DATE: _____ CONTRACT NUMBER: _____

ORGANIZATION NAME: _____

PROJECT COORDINATOR: _____

ADDRESS: _____

REQUESTED ITEMS: _____

VENDOR REGISTRATION # _____ AMOUNT BEING REQUESTED: \$ _____

RECIPIENT OF DISBURSED FUNDS:

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

VENDOR REGISTRATION # _____

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvenders)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: CMATHEWS@PBCGOCV.ORG OR DELIVER / MAIL TO:

CHRYSTAL MATHEWS, SENIOR PLANNER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

EXHIBIT "C-1"

AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 2023, by City of South Bay ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to City of South Bay for a neighborhood beautification project. The project entails the purchase of items to facilitate neighborhood beautification projects, community cleanups and landscaping improvements within the City of South Bay, hereinafter referred to as the "Neighborhood Beautification Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: City of South Bay

Name: Leondrae Camel, President

Signature: _____

Date: _____

EXHIBIT "C-2"

VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____ (month), _____ (year), by _____ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the _____ ("project name") project presented by _____ ("awardee name") to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF SOUTH BAY

PROJECT DESCRIPTION:

The project entails the purchase of items to facilitate neighborhood beautification projects, community cleanups and landscaping improvements within the City of South Bay.

County Funds Requested: \$ 10,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for City of South Bay a political subdivision of the State of Florida.

INSURANCE NEEDED: YES ☐ NO ☐

COMMENTS: _____

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

PRINT NAME

DATE

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF SOUTH BAY

PROJECT DESCRIPTION:

The project entails the purchase of items to facilitate neighborhood beautification projects, community cleanups and landscaping improvements within the City.

County Funds Requested: \$ 10,000

APPROVAL STATUS:

Risk Management agrees/~~does not agree~~ to waive the "insurance requirement" for City of South Bay a political subdivision of the State of Florida.

INSURANCE NEEDED: YES ☐

NO ☒

COMMENTS: Waived as for purchase of supplies

Elizabeth Plaska
SIGNATURE OF REVIEWER

Property Casualty Ins & Claims Mgr
TITLE OF REVIEWER

ELIZABETH PLASKA
PRINT NAME

9/13/2023
DATE

RESOLUTION 41-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TRAFFIC CALMING DEVICES FROM VARIOUS SUPPLIERS IN THE AGGREGATE AMOUNT OF \$48,723.24 FOR ROSENWALD ELEMENTARY SCHOOL ZONE SIGN IMPROVEMENTS BASED ON THE PALM BEACH COUNTY WALK AND BIKE SAFETY AUDIT PURSUANT TO THE TECHNICAL MEMORANDUM SUBMITTED BY C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palm Beach County conducted a Walk and Bike Safety Audit of Rosenwald Elementary School on March 29, 2022 to highlight possible areas needing improvements at Rosenwald Elementary School; and

WHEREAS, based on the findings from the audit, C.A.P. Engineering, Inc. d/b/a CAP Engineering under its continuing consulting agreement with the City of South Bay ("City") has formulated a table of proposed suppliers for traffic calming devices for Rosenwald Elementary School, attached hereto as Exhibit "A". Specifically, suppliers of school zone flashing beacons, speed check radar and rectangular rapid flashing beacon ("RRFB"); and

WHEREAS, based on the quotes from the various suppliers, the total aggregate amount of the traffic calming purchases is Forty-Eight Thousand Seven Hundred Twenty-Three Dollars and 24/100 (\$48,723.24); and

WHEREAS, the City Commission of the City of South Bay finds that approving the purchase of traffic calming devices for Rosenwald Elementary School Zone Sign Improvements based on the Palm Beach County Walk and Safety Audit of Rosenwald Elementary School is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to purchase traffic calming devices from various suppliers in the aggregate amount of Forty-Eight Thousand Seven Hundred Twenty-Three Dollars and 24/100 (\$48,723.24) for Rosenwald Elementary School Zone Sign Improvements based on the Palm Beach County Walk and Bike Safety Audit of Rosenwald Elementary School pursuant to the Technical Memorandum submitted by C.A.P. Engineering d/b/a CAP Engineering, attached hereto as Exhibit "A."

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 19th day of September 2023.

Joe Kyles, Mayor

ATTEST:

Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

TECHNICAL MEMORANDUM

Date: July 24, 2023

To: Leondrae D. Camel, City Manager
Edgar Kerr, Public Works Director

From: Mohan Thampi, PE, Project Manager, CAP Engineering
Rolando Alvarez, EI, Project Engineer, CAP Engineering

RE: Rosenwald Elementary School Zone Sign Improvements Based on Palm Beach County Walk and Bike Safety Audit of Rosenwald Elementary School

On March 29, 2022, the City of South Bay and Palm Beach County TPA participated in a Walk Bike Safety Audit of Rosenwald Elementary School that highlight possible areas needing improvements. Upon review of the data collected from the audit, CAP Engineering, Inc. (CAP) put together a table comparing suppliers of school zone flashing beacons, speed check radar, and Rectangular Rapid Flashing Beacons (RRFB). Based on the quotes and specifications acquired from the suppliers in the table below, CAP recommends the selected units in bold. Temple, Inc. beacon systems are used within Palm Beach County, therefore, we recommend the same system be used within the City of South Bay. These beacons are on the FDOT Approved Product List (APL) and meet Palm Beach County minimum school standards.

Table 1

Rosenwald Elementary School Zone Sign Improvements						
Traffic Items	Supplier Unit Price				Number of Units	Total
	Temple, Inc.	Trafficalm	Solar Traffic Systems	National Traffic Sign		
Solar School Zone Flashing Beacon	\$5,779.00	\$1,824.00	\$2,504.00	-	4	\$23,116.00
Speed Check Radar 12" Digits	\$4,363.00	\$3,490.50	\$3,569.00	-	4	\$13,962.00
Solar RRFB	\$3,430.00	\$2,084.42	\$2,258.00	-	4	\$8,337.68
Aluminum 4"x20' Pole	-	-	-	\$237.48	12	\$2,849.76
S5-1 School Speed Limit 15 mph Sign	-	-	-	\$114.45	4	\$457.80
Sign Mounting Hardware	-	-	-	\$4.02	8	\$32.16
Subtotal						\$48,723.24

Note:

Prices may vary due to changes in shipping cost and product price increase from the time quote was requested to the time purchase orders are placed.

Attachments: Exhibit 1- Quote from Temple, Inc.
Exhibit 2- Quote from Trafficalm
Exhibit 3- Quote from Solar Traffic Systems
Exhibit 4- Quote from National Traffic Signs

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street

Decatur, AL 35602

Phone: 800/633-3221, Local 386-615-8246

Fax: 256/353-4578, Local 386-615-4866

1954 - 2023

**Serving the South's
Traffic Needs
for Over 60 Years**

TO: City of South Bay

Temple Solar Cabinet and Time Clock APL

DATE:

21-Jul-23

TERMS: Net 45 Days,

DELIVERY:

4 to 6 Weeks ARO

SALESPERSON:

Sheldon Pafford

QUOTE #: South Bay 071 Cabinet APL 7-21-23

Page 1 Of 1

unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
4	FCU 500-071, School Zone BeaconTime Switch 10 Year C&S Data Plan Time Switch Type 1 Page 87 of 126, Line Item 979 678-008-023a	\$ 3,027.00	\$ 12,108.00
4	TF4001F-FL-DC, solar school zone flasher w/ 1-bcn 987,APL Contract Line Item 700-026-018 Contract Page Number 67 of 126 Includes; Solar Cabinet 80W Solar Panel 100Ah Battery	\$ 2,752.00	\$ 11,008.00
0	Pelco Ped Pole Assemblies Includes: PB-5100-15, Alum pole w/ threads, sched 40, 4" x 15' PB-5518-GLV ANCHOR BOLTS SP-1116-FL-AD_NL-GL-PNC Sq alum base, Alum door, grounding lug 700-026-013, Page 111 of 126, line item 91a.	\$ 850.00	\$ -
			<u>\$ 23,116.00</u>

BID #: DOT-ITB-20-9034-GH
Sales Tax Not Included
Static Sign Not Included

Quote Valid for 30 Days

Sheldon Pafford

Account Representative

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: Main Office Toll Free 800/633-3221
Local 407-701-4646

1954 - 2023
Serving the South's
Traffic Needs
for Over 50 Years

TO: City of South Bay

Carmanah SC-12 APL

DATE:

24-Jul-23

TERMS: Net 30 Days, FOB
Shipping Point, Prepaid
and Allowed

DELIVERY:

4 to 6 Weeks ARO

SALESPERSON:

Sheldon Pafford

QUOTE #: South Bay SC-12 APL 7-24-23

Page 1 Of 1

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
4	SpeedCheck-12, LED Display Size 12", Solar Powered, 30" by 36" Two Line, 'yellow or FYG sign Line Item 103, 700-019-009b, Page 85 /126	\$ 4,363.00	\$ 17,452.00
4	15' pole & base assy Includes: PB-5100-15 Alum pole PB-5306 ANCHOR BOLTS SP-1116-FL-NL-GL Base PB 5324 Collar assy for square base Line Item 87a, 700-019-001, Page 110 / 126	\$ 850.00	\$ 3,400.00
			\$ 20,852.00

BID# DOT-ITB-23-9037-SJ

Quote Valid for 30 Days

Sheldon Pafford
Account Representative

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: Main Office Toll Free 800/633-3221
Local 407-701-4646

1954 - 2023
Serving the South's
Traffic Needs
for Over 50 Years

TO: City of South Bay

Carmanah SC-15 APL

DATE:

21-Jul-23

TERMS: Net 30 Days, FOB
Shipping Point, Prepaid
and Allowed

DELIVERY:

4 to 6 Weeks ARO

SALESPERSON:

Sheldon Pafford

QUOTE #: South Bay SC-15 APL 7-21-23

Page 1 Of 1

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
4	SpeedCheck-15 ESFS,Solar power pkg, Slow Down message, specify yellow or FYG sign SC-15 w/ Either Yellow (NON-School Zone) or FYG (School Zone) Sign face w/ Slow Down, Solar Power Package Line Item 87, 700-019-001, Page 38 /126	\$ 6,554.00	\$ 26,216.00
4	15' pole & base assy Includes: PB-5100-15 Alum pole PB-5306 ANCHOR BOLTS SP-1116-FL-NL-GL Base PB 5324 Collar assy for square base Line Item 87a, 700-019-001, Page 110 / 126	\$ 850.00	\$ 3,400.00
			\$ 29,616.00

BID# DOT-ITB-23-9037-SJ

Quote Valid for 30 Days

Sheldon Pafford
Account Representative

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: Main Office Toll Free 800/633-3221
Local 407-701-4646

1954 - 2023
Serving the South's
Traffic Needs
for Over 50 Years

TO: City of South Bay

R-920-E FDOT APL Contract

DATE:

21-Jul-23

TERMS: Net 30 Days, FOB
Shipping Point, Prepaid
and Allowed

DELIVERY:

4 to 6 Weeks ARO

SALESPERSON:

Sheldon Pafford

QUOTE #: South Bay R-920-E APL R3 7-21-23

Page 1 Of 1

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
12	R920-E Mid-block RRFB, Solar powered, Single light bar, Polara Bull Dog Activated Line 86, 654-001-014, Page 38 / 126	\$ 3,430.00	\$ 41,160.00
0	R920-E Mid-block RRFB, Solar powered, Dual light bar, Polara Bull Dog Activated Line 86, 654-001-014a, Page 84 / 126	\$ 4,178.00	\$ -
0	Sign Package, Single Light Bar Configuration W11-2-30-DG-YG, W16-7pl-24-DG-YG Line 86b, 654-001-012, Page 110 / 126	\$ 221.00	\$ -
0	Sign Package, Back to Back Light Bar Configuration 2 * W11-2-30-DG-YG, W16-7pL-24-DG-YG, W16-7pR-Dg-Yg Line 86c, 654-001-012, Page 110 / 126	\$ 391.00	\$ -
0	12' pole & base assy Includes: PB-5100-12 Alum pole PB-5306 ANCHOR BOLTS SP-1116-FL-NL-GL Base PB 5324 Collar assy for square base Line 86, 654-001-014, Page 110/ 126	\$ 774.00	\$ -
			\$ 41,160.00

Quote Valid for 30 Days

Sheldon Pafford
Account Representative



5676 E. Seltice Way
Post Falls, Idaho 83854
1-855-738-2722

Prepared By: Dan Skites / Jen Swearingen
dan.skites@trafficalm.com

QUOTE

Quote #: 13236TC
Date Issued Jul 17, 2023
Valid Until: Aug 16, 2023
Date Modified: Jul 17, 2023 18:00
Customer: City of South Bay FL
Customer Number: 0
Customer Reference:

Created For:

Company:	City of South Bay
Street:	335 SW 2nd Avenue
City, State:	South Bay, Florida
Zip Code:	33493
Phone:	786-499-9339
Contact:	Rolando Alvarez
Email:	ralvarez@capengfla.com

Ship To:

Company:	City of South Bay
Street:	335 SW 2nd Avenue
City, State:	South Bay, Florida
Zip Code:	33493
Phone:	786-499-9339
Contact:	Rolando Alvarez
Email:	ralvarez@capengfla.com

SKU	Item & Description	List Price	Qty	Amount
M75-SA300-CTL2	20W Intelligent Sign Controller Communicates & Commands TC Collaborators, Wi-Fi & Mesh Net	\$ 1,087.00	6	\$ 6,522.00
M75-SA300-CLB2	20 Watt Collaborator - Communicates & Commanded by TC Controller, Mesh Net Communications, No Wi-Fi	\$ 993.00	6	\$ 5,958.00
M75-SA328-0000	Rectangular Rapid Flashing Beacon, Amber, W/ Black Aluminum Housing	\$ 575.00	12	\$ 6,900.00
M75-BDL34-0000	BDL3-Y Push Button w/ R10-25 Sign and PBF9X12-Y Sign Frame Bulldog Push Button with 9x12 sign and frame in yellow	\$ 315.00	12	\$ 3,780.00
SHP-00000-0000	Shipping and Handling Cost. Note that this cost is good for the quote date and may be subject to change at time of shipment.	\$ 1,853.00	1	\$ 1,853.00

Sub Total \$ 25,013.00

Grand Total \$ 25,013.00

Terms & Conditions

1. Payment Terms: Net 30
2. Shipping Terms: FOB:Post Falls, ID
3. Lead Time: 50 Business Days After Receipt of Order
4. Sales tax, if applicable, will be calculated at time of invoicing and based upon current tax rates, may be higher than originally quoted
5. All sales are considered final. In rare cases, a return may be requested within 90 days of receipt of the order. If approved and authorized by TrafficCalm, it will incur a 30% restocking fee of the original sale cost. Returned material must be in



5676 E. Seltice Way
Post Falls, Idaho 83854
1-855-738-2722

Prepared By: Dan Skites / Jen Swearingen
dan.skites@trafficalm.com

QUOTE

Quote #: 13235TC
Date Issued Jul 17, 2023
Valid Until: Aug 16, 2023
Date Modified: Jul 17, 2023 17:56
Customer: City of South Bay FL
Customer Number: 0
Customer Reference:

Created For:

Company:	City of South Bay
Street:	335 SW 2nd Avenue
City, State:	South Bay, Florida
Zip Code:	33493
Phone:	786-499-9339
Contact:	Rolando Alvarez
Email:	ralvarez@capengfla.com

Ship To:

Company:	City of South Bay
Street:	335 SW 2nd Avenue
City, State:	South Bay, Florida
Zip Code:	33493
Phone:	786-499-9339
Contact:	Rolando Alvarez
Email:	ralvarez@capengfla.com

SKU	Item & Description	List Price	Qty	Amount
M75-SA30M-CTL3	Duplex -30 Watt Solar, 24 Ah Battery - Intelligent Sign Controller - Communicates & Commands TC Collaborators, Wi-Fi & Mesh Net Communication	\$ 1,349.00	4	\$ 5,396.00
M75-BCNSQ-SYA1	Single Beacon with Universal Pole Mount, Yellow Aluminum Housing, 12" Amber Ball (does not include visor or back plate)	\$ 308.00	4	\$ 1,232.00
029-05717-0000	Visor 12" Aluminum Tunnel, Yellow	\$ 32.00	4	\$ 128.00
SHP-00000-0000	Shipping and Handling Cost. Note that this cost is good for the quote date and may be subject to change at time of shipment.	\$ 540.00	1	\$ 540.00

Sub Total \$ 7,296.00

Grand Total \$ 7,296.00

Terms & Conditions

1. Payment Terms: Net 30
2. Shipping Terms: FOB:Post Falls, ID
3. Lead Time: 50 Business Days After Receipt of Order
4. Sales tax, if applicable, will be calculated at time of invoicing and based upon current tax rates, may be higher than originally quoted
5. All sales are considered final. In rare cases, a return may be requested within 90 days of receipt of the order. If approved and authorized by TrafficCalm, it will incur a 30% restocking fee of the original sale cost. Returned material must be in original packaging and have never been installed or electrically powered. Credit will only be given once this has been verified by the TrafficCalm Quality Department. The cost of return shipping in an undamaged manner is the responsibility of the customer.



5676 E. Seltice Way
Post Falls, Idaho 83854
1-855-738-2722

Prepared By: Dan Skites / Jen Swearingen
dan.skites@trafficalm.com

QUOTE

Quote #: 13234TC
Date Issued Jul 17, 2023
Valid Until: Aug 16, 2023
Date Modified: Jul 17, 2023 17:51
Customer: City of South Bay FL
Customer Number: 0
Customer Reference:

Created For:

Company:	City of South Bay
Street:	335 SW 2nd Avenue
City, State:	South Bay, Florida
Zip Code:	33493
Phone:	786-499-9339
Contact:	Rolando Alvarez
Email:	ralvarez@capengfla.com

Ship To:

Company:	City of South Bay
Street:	335 SW 2nd Avenue
City, State:	South Bay, Florida
Zip Code:	33493
Phone:	786-499-9339
Contact:	Rolando Alvarez
Email:	ralvarez@capengfla.com

SKU	Item & Description	List Price	Qty	Amount
M75-12DFB-0002	iQ1200 Full Matrix Radar Speed Sign FYG	\$ 2,194.00	4	\$ 8,776.00
M75-SOLAR-000S	60W Solar Kit, incl. 60W Solar Panel, 35Ah Battery, Battery box, Wiring/Conduit	\$ 1,038.00	4	\$ 4,152.00
SHP-00000-0000	Shipping and Handling Cost. Note that this cost is good for the quote date and may be subject to change at time of shipment.	\$ 1,034.00	1	\$ 1,034.00
Sub Total				\$ 13,962.00
Grand Total				\$ 13,962.00

Terms & Conditions

1. Payment Terms: Net 30
2. Shipping Terms: FOB:Post Falls, ID
3. Lead Time: 50 Business Days After Receipt of Order
4. Sales tax, if applicable, will be calculated at time of invoicing and based upon current tax rates, may be higher than originally quoted
5. All sales are considered final. In rare cases, a return may be requested within 90 days of receipt of the order. If approved and authorized by TrafficCalm, it will incur a 30% restocking fee of the original sale cost. Returned material must be in original packaging and have never been installed or electrically powered. Credit will only be given once this has been verified by the TrafficCalm Quality Department. The cost of return shipping in an undamaged manner is the responsibility of the customer.
6. The line items referenced in the quote above represent the items that TrafficCalm intends to supply. Anything not included is assumed to be provided by others.

Notes:



16135 New Ave, Unit 2
 Lemont, IL 60439
 Phone: 877-977-7446 | 331-318-8500
 Fax: 630-491-1583
 Email: corporate@ustrafficsystems.com

Quotation

Quote #	Date
9369	7/14/2023
Prepared By	Valid Until
EA	30 Days

Customer Info

Contact Thomas Cuesta Address
 Company Cap Eng.
 Phone 305-803-8405
 Email tcuesta@capengfla.com | alvarezr@capfla.com

33133

Product	Description	Qty	Unit Price	Amount
S12DBT	Single Yellow Beacons, Aluminum Housing, 5 Watts Solar - 65 Watt Solar Panel 12V 55AH Battery Lockable Control Cabinet Standard 7 Day Timer - Program arrival/dimissal times Mounting Hardware (pole not included) No Signage Needed	4	\$2,504.00	\$10,016.00
SRRFBSCW	Single Sided RRFB 3.5"(h) x 20"(w) x 3"(d) - .080 Highway Grade Aluminum, Powder Coated Black Pedestrian Confirmation LED Solar - 20 Watt Solar Panel 12V 22Ah Battery Lockable Control Cabinet Wireless Communication Standard Push Button Activated Mounting Hardware (Pole Not Included)	12	\$2,258.00	\$27,096.00
Options	Description	Qty	Unit Price	
Lead Time: 6-8 weeks		Subtotal		
Notes: No Dock or Forklift - Will need liftgate for delivery Shipping includes liftgate fee \$125		Taxes: IL Only		
		Shipping \$800.00		
		Total Quote \$37,912.00		

Please note: Sales tax must be charged for orders shipping to Illinois unless customer is tax exempt, or has an Illinois resale tax certification.

There is a 3% processing fee on all credit card payments

****All Prices Subject to Change****



16135 New Ave, Unit 2
 Lemont, IL 60439
 Phone: 877-977-7446 | 331-318-8500
 Fax: 630-491-1583
 Email: corporate@ustrafficsystems.com

Quotation

Quote #	Date
9370	7/14/2023
Prepared By	Valid Until
EA	30 Days

Customer Info

Contact Thomas Cuesta Address
 Company Cap Eng.
 Phone 305-803-8405
 Email tcuesta@capengfla.com | alvarezr@capfla.com

33133

Product	Description	Qty	Unit Price	Amount
SPEV12FM-S 	Safe Pace Evolution 12 FM - Variable Message Sign Solar - 50 Watt Panel White, Yellow or FYG Sign Face, Sign Size – 29" (h) x 23" (w) x 5.625" (d) Digit Size – 12" (h) x 6.4" (w) 196 LEDs per digit - Dual Color LED Display Offers Adjustable driver responsive messages Sign powers down when no traffic present - extends battery Cabinet - Lightweight Polymer, Flat Black Programmable speed violator strobe light Offers Speed Activated Digit Color Change to Alert Speeders Ambient light sensor and auto brightness adjustment Standard banding mounting bracket Safe Pace management software Range of detection 350ft Bluetooth Cloud Connected - Analysis & reporting - Vehicle Counts, ave speed, 85 percentile, etc. Program needed for every unit. Data can be downloaded from sign location from any internet connected device Includes 1 year of Cloud Connectivity - Manage entire fleet of signs access data, print reports, adjust settings from anywhere, anytime <i>Cloud Connectivity has an annual subscription per unit that is optional after the 1st year</i> Annual \$500.00 7 Year Cloud Connectivity available after 1st year \$2,500.00 <i>If you choose to cancel the Cloud Connectivity after the first year you can still go to the unit and hook up via Bluetooth to download data.</i>	4	\$3,569.00	\$14,276.00
Options	Description	Qty	Unit Price	
Lead Time: 6-8 weeks		Subtotal \$14,276.00		
Notes:		Taxes: IL Only		
		Shipping \$445.00		
		Total Quote \$14,721.00		

Please note: Sales tax must be charged for orders shipping to Illinois unless customer is tax exempt, or has an Illinois resale tax certification.

There is a 3% processing fee on all credit card payments

****All Prices Subject to Change****

RESOLUTION NO. 42-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a final millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the City Manager of the City of South Bay ("City") has recommended an annual budget for Fiscal Year 2023-2024, commencing October 1, 2023, through September 30, 2024; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay, Palm Beach County has been certified by the County Property Appraiser to the City as Ninety-Nine Million Six Hundred Eight Thousand Five Hundred Ninety-Four Dollars (\$99,608,594.00); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") held a public hearing on September 5, 2023, allowing for public comments on the budget and the proposed millage rate for Fiscal Year 2023-2024, commencing October 1, 2023, through September 30, 2024; and

WHEREAS, after the public hearing on September 5, 2023, the City Commission adopted Resolution 37-2023, thereby tentatively adopting a millage rate for Fiscal Year 2023-2024; and

WHEREAS, a second public hearing was held on September 19, 2023 allowing for public comments on the budget and the final millage rate for Fiscal Year 2023-2024; and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the millage rate and the rolled-back rate for Fiscal Year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” paragraphs are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Final Millage Rate. The City Commission of the City of South Bay hereby adopts a final millage rate of 6.3089 mills for Fiscal Year 2023-2024, commencing October 1, 2023, through September 30, 2024, which is \$6.3089 per \$1,000.00 of taxable property value within the City of South Bay.

Section 3. Computation of Rolled-Back Rate. The rolled-back rate for the City of South Bay for the Fiscal Year commencing October 1, 2023, through September 30, 2024, shall be and is hereby fixed at the rate of 5.4783 mills. The percentage increase in the millage rate over the rolled-back rate is 15.16%.

Section 4. Instructions To The City Manager. The City Manager is directed to forward a copy of this resolution to the Palm Beach County Property Appraiser and the Palm Beach County Constitutional Tax Collector’s Office.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 19th day of September 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
 Vincenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire

City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : PALM BEACH
Principal Authority : South Bay	Taxing Authority : South Bay

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	82,966,597	(1)
2.	Current year taxable value of personal property for operating purposes	\$	14,359,246	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	2,282,751	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	99,608,594	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	411,936	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	99,196,658	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	86,136,292	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/27/2023 9:31 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)	6.3089	per \$1,000	(10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	543,425	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	543,425	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	99,196,658	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	5.4783	per \$1000	(16)
17.	Current year proposed operating millage rate	6.3089	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	628,421	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)				
		☒ Municipality	☐ Water Management District					
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)				
		☐ MSTU	☐ Water Management District Basin					
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)				
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP STOP HERE - SIGN AND SUBMIT								
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	543,425	(22)				
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	5.4783	per \$1,000	(23)				
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	545,686	(24)				
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	628,421	(25)				
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	6.3089	per \$1,000	(26)				
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		15.16 %	(27)				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">First public budget hearing</td> <td style="width: 15%;">Date : 9/5/2023</td> <td style="width: 15%;">Time : 7:00 PM EST</td> <td style="width: 50%;">Place : 335 SW 2nd Ave., South Bay, FL 33493</td> </tr> </table>					First public budget hearing	Date : 9/5/2023	Time : 7:00 PM EST	Place : 335 SW 2nd Ave., South Bay, FL 33493
First public budget hearing	Date : 9/5/2023	Time : 7:00 PM EST	Place : 335 SW 2nd Ave., South Bay, FL 33493					
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.					
	Signature of Chief Administrative Officer :			Date :				
	Title : Leondrae Camel, CITY MANAGER		Contact Name and Contact Title : Massih Saadatmand, FINANCE DIRECTOR					
	Mailing Address : 335 SW SECOND AVE		Physical Address : 335 SOUTHWEST SECOND AVENUE					
	City, State, Zip : SOUTH BAY, FLORIDA 33493		Phone Number : 5619966751		Fax Number : 5619967950			

Instructions on page 3

RESOLUTION 43-2023

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the adoption and implementation of a final fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for the City of South Bay, Florida is essential; and

WHEREAS, the City of South Bay ("City"), on September 19, 2023, held a public hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, the City set forth the appropriations and revenue estimate for the Budget for fiscal year 2023-2024 in the amount of Eight Million Four Hundred Ninety One Thousand Fifty-Two Dollars (\$8,491,052.00); and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the budget for fiscal year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are Hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Adoption of Final Budget. The City Commission of the City South Bay, Florida, hereby adopts the following tentative fund budgets for the fiscal year, commencing October 1, 2023 through September 30, 2024, as part of the adoption of the Final Budget for the City and states:

1. The City Commission finds and determines that sums set forth in the following tentative fund budgets are necessary to preserve the public health, public peace and public welfare of the City of South Bay, and are necessary for it to properly function as a City.

- (a) There is hereby appropriated from the General Fund of the City of South Bay for the aforementioned fiscal year, the total sum in the

amount of Three Million Fifty Thousand Three Hundred Two Dollars (\$3,050,302.00) to provide for the budget of the General Fund.

- (b) There is hereby appropriated from various Capital Projects Grants, Sales Tax Revenues and Transfer for the aforementioned fiscal year the total sum in the amount of Four Million Five Hundred Five Thousand Dollars (\$4,505,000.00) to provide for the budget of the Capital Project Fund.
- (c) There is hereby appropriated from the Water and Sewer Fund of the City of South Bay for the aforementioned fiscal year, the total sum in the amount of One Hundred Seventy-Eight Thousand Five Hundred Dollars (\$178,500.00) to provide for the budget of the Water and Sewer Fund.
- (d) There is hereby appropriated from the Sanitation Fund of the City of South Bay for the aforementioned fiscal year, the total sum in the amount of Seven Hundred Fifty-Seven Thousand Two Hundred Fifty Dollars (\$757,250.00) to provide for the budget of the Sanitation Fund.

Section 3. Time Period. This resolution providing for fiscal year 2023-2024 as set forth above is adopted to cover said period of time only

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this 19th Day of September 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

BUDGET SUMMARY**City of South Bay****Fiscal Year 2023-2024****THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF SOUTH BAY
ARE 2.3% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES**

		GENERAL FUND	CAPITAL PROJECTS	ENTERPRISE FUNDS	TOTAL BUDGET
ESTIMATED REVENUES:					
Taxes:	Millage Per 1,000				
Ad Valorem Taxes	6.3089	\$ 597,000	\$ -	\$ -	\$ 597,000
Sales & Use Taxes		776,781	305,000	-	1,081,781
Franchise Fees		277,750	-	-	277,750
Licenses & Permits		103,750	-	-	103,750
Intergovernmental Revenues		1,121,929	3,880,000	-	5,001,929
Charges for Services		56,568	-	682,250	738,818
Fines & Forfeitures		5,000	-	-	5,000
Miscellaneous Revenues		111,524	20,000	253,500	385,024
TOTAL REVENUES		3,050,302	4,205,000	935,750	8,191,052
Transfers in		-	204,715	-	204,715
Fund balances/Reserves/Net Assets		-	95,285	-	95,285
TOTAL REVENUES, TRANSFERS IN & Fund Balances		\$ 3,050,302	\$ 4,505,000	\$ 935,750	\$ 8,491,052
EXPENDITURES					
General Government		\$ 1,306,270	\$ 25,000	\$ -	\$ 1,331,270
Public Safety		240,718	-	-	240,718
Physical Environment		-	700,000	538,900	1,238,900
Highway and Street		603,828	3,780,000	-	4,383,828
Community Development		854,771	-	-	854,771
Other Financing Uses		-	-	1,000	1,000
TOTAL EXPENDITURES		3,005,587	4,505,000	539,900	8,050,487
Transfers Out		44,715	-	160,000	204,715
Fund Balances/Reserves/Net Assets		-	-	235,850	235,850
TOTAL APPROPRIATED EXPENDITURES, TRANSFER OUT, RESERVES AND FUND BALANCES		\$ 3,050,302	\$ 4,505,000	\$ 935,750	\$ 8,491,052

The tentative, adopted and / or final budgets are on file in the office of the above referenced taxing authority as a public record.

	-		-		-	
\$	-	\$	-	\$	-	\$

ORDINANCE NO. 03-2023

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI ENTITLED "FINANCE", SPECIFICALLY AMENDING SECTION 2-260 ENTITLED "PURCHASES", TO ADD NEW SECTIONS 2-260.1 THROUGH 2-260.6; ESTABLISHING CERTAIN DEFINITIONS RELATED TO PURCHASING; ESTABLISHING PURCHASING AGENT, DUTIES AND CATEGORIES OF PURCHASES; ESTABLISHING A REQUIREMENT FOR PURCHASE ORDERS OR CONTRACTS TO BE USED; ESTABLISHING A LOCAL PREFERENCE; ESTABLISHING EXCEPTIONS/WAIVERS TO BID AND QUOTATION PROCEDURES; AMENDING SECTION 2-261 ENTITLED "EMERGENCY PURCHASES", TO DEFINE THE WORD EMERGENCY AND SET CRITERIA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of South Bay ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City desires to amend the purchasing sections of the City's Code of Ordinances; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to make certain amendments to Chapter 2 entitled "Administration", Article VI of the City's Code of Ordinances entitled "Finance", by specifically amending Section 2-

260 entitled "Purchases", to add general procurement and purchasing procedures to the Code of Ordinances; and

WHEREAS, the City Commission also desires to amend Section 2-261 entitled "Emergency Purchases", to define an emergency and create emergency procedures; and

WHEREAS, the City Commission has determined that it will be in the best interests of the City to specifically amend the foregoing sections of the City's Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 2 "Administration", Article VI "Finance", Section 2-260 entitled "Purchases" to read as follows with all other provisions of this section remaining the same:

Sec. 2-260. - Purchases.

Purpose. For the city to function well, it is necessary that commodities and contractual services of suitable standards and in sufficient quantities be available as needed and that such items be purchased at the best prices available, consistent with city standards of service and quality. When purchasing commodities and contractual services, the city will not only attempt to follow sound and prudent business practices, but will also seek to promote the full and equitable economic participation of all segments of the community. It is, therefore, the purpose of this article to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

~~The city commission shall approve all contracts and purchases. Purchases of materials at any one time for any one order by the city in excess of \$3,000.00 shall be by sealed bids, after public notice and competition as may be prescribed by ordinance which is on file in the city clerk's office. Such public notice may be by not less than one publication in a newspaper of general circulation in the city. The city manager shall have the power to open all bids at the time, place and date set forth in such public notice, to reject all bids and advertise again, to advise the city commission who, in his or her opinion, is the lowest, responsible bidder and to make any recommendations to the city commission in regards to such purchases.~~

Sec. 2-260.1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commodity.

(1) The term "commodity" means any of the various supplies, materials, commodities, merchandise, equipment, and other personal property purchased or otherwise contracted for by the city, unless coming within the definition of public works contracts.

(2) However, commodities purchased for resale are excluded from the competitive solicitation provisions. The responsible department director, if applicable, subject to the approval of the City Manager or designee, shall make award of contract for resale commodities.

Contractual services means the rendering by a contractor of time and effort rather than the furnishing of specific commodities. The term "contractual services" applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; pest control; janitorial; laundry; catering; lawn maintenance; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.

Invitation to bid (ITB) means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the supplies, group of supplies, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used

when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual supplies or group of commodities supplies required.

Public works contracts means all contracts involving construction for the city. Any construction involving a project related to, but not included in a project for which the city has contracted, is not exempt from the competitive solicitation procedures as set forth herein, notwithstanding its relationship to a project that has previously been bid upon.

Purchasing agent means the City Manager or any employee of the city to whom the City Manager has delegated some or all of the duties of the office.

Qualified bidder or qualified offeror means a person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.

Renewal means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

Request for letter of interest (RFLI) means a formal invitation from the city to submit an offer. It identifies in general terms the work required and directs respondents to provide a letter regarding their interest in working with City on a project. Respondents provide a statement of experience and qualifications of key personnel. Costs are not part of the response. Responses are evaluated by an evaluation committee. If there are a large number of respondents, a short list of three to five most qualified respondents are identified. Interviews are conducted by the evaluation committee and are ranked. This ranking is presented to the city commission with a request for the city manager to be authorized to negotiate and execute a contract which then is then brought back to the city commission for final approval.

Request for proposals (RFP) means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the agency is incapable of specifically defining the scope of work for which the supplies, group of supplies, or contractual service is required and when the agency is requesting that a qualified offeror propose a supplies, group of supplies, or contractual service to meet the specifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions and evaluation criteria.

Requests for proposals shall state the relative importance of price and any other evaluation criteria.

Request for qualifications (RFQ) is a formal invitation to vendors to submit a statement of qualifications. This differs from a RFP in that it places greater emphasis on the qualification of the bidder and his/her track record rather than how well the bidder responds to detailed project specifications and requirements. The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements and states the relative importance of selection criteria that will be used in compiling the short list of prospective bidders for further consideration. Responses are evaluated by an evaluation committee. If there are a large number of bidders, a short list of three to five most qualified bidders are identified. Interviews are conducted by the evaluation committee and are ranked. This ranking is presented to the city commission with a request for the city manager to be authorized to negotiate and execute a contract which then is then brought back to the city commission for final approval.

Responsive bidder or responsive offeror means a person or firm who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.

Responsible vendor means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will ensure good faith performance.

Responsive bid or responsive proposal means a bid or proposal submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

Responsive vendor means a vendor that has submitted a bid or proposal that conforms in all material respects to the solicitation.

Standardization means criteria utilized to support the purchase of specified products or product lines; to include training, service support, repair parts availability and cost, and relationship to current inventory.

Supplies: All personal property, including but not limited to, supplies, goods, equipment, material, and printed goods, purchased or otherwise contracted for by the city.

Vendor means a prospective vendor who submits a bid, a proposal, or a quotation for the sale of a commodity or service to the city in response to a competitive solicitation/quote.

Sec. 2-260.2 – Purchasing Agent, Duties and Categories of Purchases

Purchasing agent.

The City Manager is the purchasing agent for the city. The City Manager may delegate in writing some or all of the purchasing authority, below \$10,000.00 to city employees. The City Manager or designee shall have the authority to do as follows:

- (1) Purchase or contract for the purchase of commodities or services required for or by the city, in accordance with purchasing procedures prescribed in this article and in accordance with such administrative policies and procedures as the City Manager may prescribe for internal management and operation of the purchasing office;
- (2) Negotiate and recommend execution of contracts for the purchase of commodities or services;
- (3) Act to procure for the city the needed quality in commodities or services at the least expense;
- (4) Encourage uniform bidding and full and open competition on all purchases;
- (5) Prepare revisions and amendments to the purchasing regulations set forth herein, as necessary, and recommend such revisions and amendments to the city commission;
- (6) Prepare policies and procedures governing the purchase of commodities or services for the city;
- (7) Keep informed of current developments in the field of purchasing, prices, market conditions and new projects;
- (8) Prescribe and maintain such forms as may be reasonably necessary to the operation as well as other rules and regulations;
- (9) Supervise the inspection of all commodities and services purchased to ensure conformance with specifications.

Categories of Purchases

1. For purchases of up to One Thousand Dollars (\$1,000.00), competitive pricing is not required and shall be within the discretion of the City Manager.

2. For purchases of One Thousand and One Dollars (\$1,001.00) to Three Thousand Dollars (\$3,000.00), written competitive pricing is required from at least two (2) sources and shall be kept on file. For purchases of Three Thousand and One Dollars (\$3,001.00) to Ten Thousand Dollars (\$10,000.00), written competitive pricing is required from at least three sources.
3. Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of \$10,000.00 may be made or entered into by the city manager. Single purchases or contracts in excess of \$10,000.00 shall not be broken down to amounts less than \$10,000.00 to avoid the requirements of this section. *For all purchases in the amount of Ten Thousand and One (\$10,001.00) dollars or more, sealed bids are required and the City Manager shall seek to procure by a Request for Proposal (RFP), Invitation for Bid (IFB) or other properly advertised process which shall subsequently be approved by the City Commission.*

Sec. 2-260.3 - Purchase orders or contracts to be used.

- (a) Purchases of commodities and services shall be made only by purchase orders, purchase cards, petty cash vouchers and/or other written contracts and other city approved forms or devices executed by the purchasing agent. Except as otherwise provided, no purchase order shall be issued unless the funds have been duly appropriated, and the prior approval of the City Manager or designee has been obtained. The purchasing agent or designee shall sign or execute the purchase order or other city approved form or device authorizing the expenditure of funds. Construction contracts exceeding \$10,000.00 shall be made by both purchase order and written contract.
- (b) Notwithstanding any other provision contained within this section, no funds of the city shall be expended except pursuant to duly approved appropriations or for the payment of bonds, notes or other indebtedness duly authorized by the commission and only from such funds so authorized.

Sec. 2-260.4 Local Preference

To the extent authorized by law, bids shall be awarded to the local vendor when the amount of difference in the bids from acceptable vendors is equal or less than five (5%) percent of the local vendor's bid. Local vendor preference shall apply only when the vendor is located within the Glades' Area (to include the cities of South Bay, Belle Glade and Pahokee) and is duly licensed and authorized to engage in the business for which the bid is submitted. Local vendor preference shall not apply to purchases exempt from competitive bidding, goods or services not meeting specifications, vendors with past

performance and delivery problems, and or when the City Manager otherwise determines that it is not in the City's best interest. Departments must indicate in the comments section of the requisition and report to the City Commission that a local vendor preference has been applied.

Sec. 2-260.5. - Exceptions/waivers to bid and quotation procedures.

(a) The competitive solicitation requirements set forth herein may be waived when one of the following conditions exists:

(1) The city commission may authorize the waiver of competitive solicitation procedures upon the recommendation of the City Manager or designee that it is in the city's best interest to do so, to obtain commodities and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the commodities or services, or other factors.

(2) The City Manager or designee may, upon declaration of an emergency by local, state or federal officials, or when there exists an immediate threat or danger to public health, safety or welfare, loss of public or private property, or interruption in the delivery of an essential governmental service, authorize purchases that exceed the City Manager or designee's authority. However, all such purchases must be approved by the city commission at the earliest regular or special public meeting thereafter.

(b) The following purchases are exempt from the competitive solicitation/quotation requirements set forth in this article:

(1) Commodities or services are available only from a sole source, after determination by the purchases agent upon review of written summary of facts from the City Manager.

(2) The purchase of commodities or services in cooperation with another governmental entity in the state or the purchase of commodities or services from contracts previously awarded by other governmental entities that were competitively bid (piggybacking).

(3) When the purchasing agent determines that the nature of the commodity or service is such that competitive solicitation is impossible, impractical, or cannot be obtained as recommended by the City Manager. Such determination shall be made in writing and shall be approved by the city commission.

Sec. 2-260.6 - One response.

If only one responsive bid or proposal for commodity or contractual service is received in response to an invitation for bid/proposal, an award may be made to the single bidder/proposer if the city commission finds the price submitted is fair and reasonable, and that other prospective bidders had reasonable opportunity to respond, or there is not adequate time for re-solicitation. Further, the City Manager or designee reserves the right, if it is in the best interests of the city, to negotiate with the sole bidder/proposer for the best terms, conditions and price. The city manager or designee shall document the reasons that such action is in the best interest of the city and report to the City Commission such findings. Otherwise, the bid/proposal may be rejected and:

(1) New competitive solicitations or offers may be solicited;

(2) The sole bid/proposal may be rejected.

Section 3. Amending Chapter 2 "Administration", Article VI "Finance", Section 2-261

entitled "Emergency Purchases" to read as follows with all other provisions of this section remaining the same:

Sec. 2-261. - Emergency Purchases.

At any time in any budget year, the city commission may approve emergency purchases without public notice, to meet a pressing need for the protection of the public health, safety or welfare.

(a) An emergency is defined as a circumstance in which the City Manager determines one or more of the following criteria apply:

1. Critical City operations may be severely affected in an adverse manner.
2. A threat to public health, welfare or safety.
3. A delay in the procurement of goods or services is against the public interest.

- In such cases the City Manager may waive normal purchasing procedures to facilitate the immediate purchase of supplies or contractual services up to \$10,000 for emergency protective measures or emergency repairs to equipment or facilities damages during the incident.

-

An executive order issued by the Governor of the State of Florida for an incident is considered by definition to meet the criteria for emergency purchases.

The Federal Emergency Management Agency declared incident period of a named tropical storm or hurricane is considered by definition to meet the criteria for emergency purchase.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2023.

PASSED SECOND READING this ____ day of _____ 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

Albert Polk

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Vincenta Del Bosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: September 14, 2023
Ref: Weekly check register

Enclosed, please find the summary of check register as of September 14, 2023:

General Fund

- Utility:

Comcast	\$	1,095.55
FPL		7,701.46

• UNICUS Railroad	1,500.00
• Marathon	3,561.14
• Jordan Connors	1,666.66
• Purchase	283.35
• Payment for various services	1,155.60
• Payroll deductions	576.80
• Other	<u>2,452.51</u>

Total	\$	<u>19,993.07</u>
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ARP Act Fund

Andre Hamilton
Payroll

\$	4,375.00
	<u>1,438.01</u>
\$	<u>5,813.01</u>

Capital Project Fund

Hinterland Group
Home Depot
CAP Government

\$	107,611.35
	1,333.60
	<u>13,202.00</u>
\$	<u>122,146.95</u>

Sanitation Fund

Waste Management

\$	<u>36,567.79</u>
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AP Check Register Report

City Of South Bay (CSBFND)

9/8/2023 11:33:29 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15614	1143	PPLSI	09/08/2023	76.80	
15615	1284	UNICUS RAIL AND CONSULTING SERVICE	09/08/2023	1,500.00	
15616	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	09/08/2023	1,423.61	
15617	ANDRE L. HAMILTON	ANDRE L. HAMILTON	09/08/2023	4,375.00	
15618	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	09/08/2023	144.00	
15619	FDOT	FDOT	09/08/2023	20.35	
15620	FEDERAL EXPRESS	FEDERAL EXPRESS	09/08/2023	92.82	
15621	FPL	FPL	09/08/2023	7,701.46	
15622	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC.USA	09/08/2023	110.16	
15623	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	09/08/2023	1,666.66	
15624	MARATHON/MEX BANK	WEX BANK	09/08/2023	3,561.14	
15625	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	09/08/2023	171.32	
15626	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	09/08/2023	410.00	
15627	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	09/08/2023	500.00	
15628	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	09/08/2023	112.03	
15629	VRC	VRC	09/08/2023	398.62	
				Non-Electronic Transactions:	22,263.97
				Total Transactions:	22,263.97

AP Check Register Report

City Of South Bay (CSBFND)

9/6/2023 2:15:41 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15610	1289	ALBERT POLK	09/06/2023	173.70	
15611	JOE KYLES	JOE KYLES	09/06/2023	104.85	
15612	LYNPHAS E. HENRY	LYNPHAS E. HENRY	09/06/2023	130.00	
15613	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	09/06/2023	600.00	
Non-Electronic Transactions:					1,008.55
Total Transactions:					1,008.55

AP Check Register Report

City Of South Bay (CSBFND)

8/31/2023 11:10:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH 1081-0923	COMCAST	COMCAST	08/31/2023	228.94	ch for 1081-923
ACH 9928-923	COMCAST	COMCAST	08/31/2023	329.85	ch for 9928-923
Totals:			Electronic Transactions:		558.79
			Total Transactions:		558.79

AP Check Register Report

City Of South Bay (CSBFND)

9/12/2023 11:32:39 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 9978-923	COMCAST	COMCAST	09/12/2023	536.76	ACH-9978-923
Totals:			Electronic Transactions:		536.76
			Total Transactions:		536.76

AP Check Register Report

City Of South Bay (CSBFND)

9/8/2023 2:30:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
278	1069	HINTERLAND GROUP INC	09/08/2023	107,611.35	
279	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	09/08/2023	1,333.60	
				Non-Electronic Transactions:	108,944.95
				Total Transactions:	108,944.95

AP Check Register Report

City Of South Bay (CSBFND)

8/31/2023 2:17:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
277	CAP GOVERNMENT	CAP GOVERNMENT	08/31/2023	13,020.00	
				Non-Electronic Transactions:	13,020.00
				Total Transactions:	13,020.00

AP Check Register Report

City Of South Bay (CSBFND)

9/8/2023 8:29:36 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
321	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	09/08/2023	12,423.67	
				Non-Electronic Transactions:	12,423.67
				Total Transactions:	12,423.67

AP Check Register Report

City Of South Bay (CSBFND)

8/31/2023 12:16:31 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
320	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/31/2023	24,144.12	
				Non-Electronic Transactions:	24,144.12
				Total Transactions:	24,144.12